

**TASK ORDER SOLICITATION TEMPLATE**

1.1 OASIS SB Task Order Solicitation Notice: ID06170022

1.2 OASIS SB Pool Being Solicited: Pool 4

1.3 NAICS Code and Size Standard: The principal nature of the requirements described in this solicitation is consistent with services performed by industries in the 541712 with a size standard of 1,000 employees.

1.4 PSC Code: The services in this solicitation are best represented by PSC Code AD96

1.5 Extent of Competition: This solicitation will be based on ☐ fair opportunity procedures; ☒ an Exception to Fair opportunity as designated below; ☐ a direct award under the OASIS SB section H.3.1 authority.

1.5.1 Exception: 100% Small Business Set-Aside; Issue on OASIS SB

1.5.2 Set-aside for: ☐ 8(a) ☐ HUBzone ☐ SDVOSB ☐ Women-owned

1.5.3 Direct award category: ☐ 8(a) ☐ HUBzone ☐ SDVOSB

1.5 Types of Services and Performance Locations: [check the boxes that apply] The services in this solicitation are:

1.5.1 ☒ classified ☐ unclassified ☐ a mix

1.5.2 ☒ commercial ☐ non-commercial ☐ a mix

Services will be performed in [United States, Ft. Eustis, VA

United States, Anacostia, Washington DC, United States, Quantico, VA, other sites TBD in option years ].

Performance locations are ☒ CONUS ☐ OCONUS ☐ a mix, and are performed ☒ on Government site ☐ on Contractor's site ☐ on both Government and Contractor's sites.

[if performance will be in multiple locations and/or a mix of CONUS, OCONUS, Government and Contractor sites, identify in solicitation section 2.0, Description of Services which services are performed where.]

## REQUEST FOR PROPOSAL

This is a Request for Proposals (RFP) against OASIS SB Pool 4. Standardized labor categories apply. The RFP is limited to contract holders with small business status in NAICS 541712. This RFP is being issued to OASIS Pool 4 holders by email<sup>1</sup>. Proposals must be submitted through the GSA's AASBS Portal to be considered for award.

The RFP is set aside exclusively for small business in accordance with FAR Part 19.502. The task order is being solicited using the procedures in FAR Part 16.505. The award will be made to the contractor who represents the best value to the government, using the definition of best value found in FAR Part 2.101. FAR Part 15.3 does not apply to the evaluation of OASIS SB task orders. Fair and reasonable pricing will be determined by competition. If insufficient competition is received, information other than cost and pricing data will be used to determine price reasonableness in accordance with DFARS 252.215-7008 Only One Offer (JUN 2012).

The task order will be a firm-fixed price contract. The task order will be incrementally funded. The awardee must be prepared to stop work in the absence of available funds.

Travel costs (ODCs) to the contractor will be reimbursed on a Time and Materials basis in accordance with FAR 31.205-46, Travel costs, and FAR 52.212-4, Alt 1.

The Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR prior to making travel arrangements. See the attached travel worksheet for specific travel requirements

Travel receipts will be required with supporting documentation. Determinations on reimbursements will be made unilaterally by the Contracting Officer in accordance with the contractor's accepted advance agreement for travel costs.

OASIS SB Contract Section L(1).1 incorporates the applicable FAR Part 12 clauses in the master contract to task orders when they have not been specifically incorporated into the RFP. This is a commercial service. OASIS Rights in Data clauses are specifically identified in Additional Provisions and Clauses, as is required by the OASIS master contract.

Questions are due on Friday, July 14, 2017 by 5 pm Eastern time. There is no guarantee all questions will be answered. Time extensions will not be granted. The RFP will close on Monday, July 24, 2017.

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<sup>1</sup> Amendment 2. July 18, 2017. Changed from: This RFP is being issued through the GSA eBuy system

## INSTRUCTIONS TO OFFERORS

- A. All proposals shall be submitted in GSA's AASBS Portal, formerly IT-Solutions Shop (ITSS), <https://portal.fas.gsa.gov/>. **Failure to submit the proposal in AASBS will result in exclusion from consideration.** Your firm shall be registered in AASBS Portal to be considered for this opportunity. Contact the AASBS registration desk at 877-472-4877 to complete your registration. DO NOT WAIT UNTIL THE LAST MINUTE TO CHECK TO SEE IF YOUR FIRM, CONTRACT NUMBER, AND INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL(S) IS REGISTERED IN AASBS. AASBS requires that information under the contract number in PROPOSAL the AASBS be an exact match with the information in the System for Award Management (SAM), <http://www.sam.gov>. An award cannot be made if the information in each system does not match.
- B. The format for proposals shall be Times New Roman, 11 point font, double-spaced text. All proposals shall be submitted electronically before the closing of the solicitation. The electronic file format must be readable and searchable in Adobe Acrobat. Volumes II is limited to 15 pages.
- C. All proposals must be organized as follows: Volume I: Staffing Plan. Volume II: Management Plan. Volume III: Past Performance. Volume IV: Price.<sup>2</sup> Volumes I-III shall be submitted with a version that uses the contractor's name, and an identical version with the contractor's name and any identifying information about the company redacted.
- D. Volume I Staffing Plan contents:
- Key Personnel resume
  - Narrative addressing the Key Personnel education, experience, and security clearance
  - Signed commitment letters
- E. Volume II Management Plan contents:
- Narrative addressing the contractor's ability to recruit and evaluate the Key Personnel required by this Performance Work Statement
  - Narrative addressing the contractor's plan to have a fully operational staff on the job by August 10, 2017
  - Narrative addressing the contractor's ability to meet the Performance Requirements Summary (PRS) and Deliverables Schedule
  - Narrative addressing the contractor's relevant experience in similar or non-similar tasks meeting schedule, quality, and cost control goals
- F. Volume III Past Performance contents:
- Three signed past performance references using the format in Appendix A

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<sup>2</sup> Amendment 2, July 18, 2017. QCP Volume V stricken.

**G. Volume IV Price contents:**

- a. Price proposal using the format in Attachment 1, Contract Line Items. Price proposal must include total proposed price for all option years. Price must include the government data reporting labor burden.
- b. Advance agreement proposal using the format in Attachment 1, Contract Line Items, for cost-reimbursable travel. Price must include a fixed administrative fee.

**BASIS OF AWARD**

The basis of the award will be to select the proposal that offers the best value to the government, where best value is defined as, “the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement”, in accordance with FAR 2.101(a)(2).

The government reserves the right to award the task order without opening communication with contractors, or on the basis of an evaluation of a contractor error. The government reserves the right to make no award as the result of this solicitation.

Communication may be opened if to do so would clarify information for the government, or lead to an improvement in meaningful competition under the award. If the government opens communication with the objective of seeking revised proposals, all competitors will have the opportunity to submit a best and final proposal on the basis of government feedback. The government will not seek more than one revision of either technical submissions or price.

FAR 16.505 allows broad discretion in the development of evaluation factors after ensuring a fair opportunity for competition among contract holders after the exclusion of sources. The following process describes how proposals will be evaluated, and the basis for the award decision. Non-price factors will be considered more important than price. However, price will be evaluated, and the highest rated proposal in non-price factors may not be selected.

The degree of importance of price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-price factors. The greater the equality of proposals within the non-price factors, the more importance price becomes in selecting the best value to the Government.

The most important technical factor will be the proposed Staffing Plan. The Management Plan and Past Performance will be considered equal in rank, but slightly less important technical factor than the Staffing Plan. All technical factors will receive a rating of Excellent, Acceptable, or Unacceptable.

### EVALUATION MATRIX

Evaluation Factor	Unacceptable Rating	Acceptable Rating	Excellent Rating
Staffing Plan (Rank 1, Most Significant)	Does not meet the standards of Acceptable or Excellent. Falls below the standards.	The government is assured that qualified staff members have signed commitment letters with the contractor. The staff meets all of the requirements for Key Personnel. The government is confident that the contractor can effectively manage the risk of supplying personnel with the necessary clearances. Resumes have been submitted for Key Personnel that reflect the knowledge, skills and ability to perform the work, as reflected in the PWS, Section 1.6.16. The Key Personnel have the necessary length of previous employment.	Meets the conditions for acceptability. In addition to meeting the conditions for acceptability, the government is highly confident that the Staffing Plan exceeds the necessary minimum standards. Proposed staff exceed the requirements for Key Personnel, with more experience, more education than the minimum.
Management Plan (Rank 2, Slightly Less Significant than Rank 1)	Does not meet the standards of Acceptable or Excellent. Falls below the standards.	The government is confident that the contractor is organizationally sound and capable of recruiting and selecting Key Personnel. The government understands and assesses little risk to the contractor's plan to maintain the required contract estimated workload without breaks in performance. The government understands and assesses little risk to the contractor's proposed plan to have a fully functional staff by August 10, 2017. The government understands and assesses little risk to the contractor's proposal to meet the PRS and Deliverables Schedule.	Meets the conditions for acceptability <sup>3</sup> . The contractor demonstrates detailed examples of exceeding performance goals for three specific clients in quality, cost and schedule while managing organizational risk no longer than three years ago. The proposal is low risk.
Past Performance (Rank 2, Slightly Less Significant than Rank 1)	Does not meet the standards of Acceptable or Excellent. Falls below the standards.	The government has not found, through an independent search of government records, evidence that would suggest the contractor will not be able to perform satisfactorily. The contractor's record of performance	Meets the conditions for acceptability. <sup>1</sup> A distribution of OASIS PPIRS 1-5 ratings will be calculated for overall rating, quality, schedule, and cost control. 90% or more of the ratings are 5, and no ratings are under 3.

<sup>3</sup> Amendment 2. July 18, 2017. Add

		<p>under the OASIS vehicle will be searched in PPIRS for unsatisfactory ratings in quality, timeliness, and cost control. The contractor may submit information to mitigate unsatisfactory information in CPARS on OASIS orders. The government may accept the explanation if there are no more than two instances of unsatisfactory performance and evidence exists that a management change has occurred. Any other negative past performance information <u>will not</u> be deemed acceptable. The contractor has submitted three similar past performance narratives using the form in Appendix A. The narrative rating is at least acceptable<sup>4</sup>. The contractor has provided up-to-date contact information for each reference. The government has been able to verify the information provided in the reference.</p>	
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The Staffing and Management Plans will be evaluated for government confidence and risk as seen in the above Evaluation Matrix standards. Definitions of confidence and risk are found below:

Confidence Definition	Risk Definition
An unacceptable definition of confidence means the government is unable to determine from the documents proposed that the contractor understands the requirement, and has proposed a solution that is likely to result in successful performance of the contract.	An unacceptable definition of risk means the government can identify three or more significant weaknesses, or one significant deficiency, in the contractor's understanding of the requirement that would most likely lead to a performance failure for the contractor.
An acceptable definition of confidence means the government is able to determine from the documents proposed that the contractor understands the requirement, and has proposed a solution that is likely to result in successful performance of the contract.	An acceptable definition of risk means the government cannot identify any significant weaknesses or deficiencies in the contractor's understanding of the requirement that would most likely lead to a performance failure for the contractor.

<sup>4</sup> Amendment 2. July 18, 2017. Add

A highly confident definition of confidence means the government has extensive evidence, based on the contractor's proposal, that the contractor understands the requirements and the proposed solution is highly likely to result in a successful outcome.	A low risk definition means the government can only identify minor weaknesses in the proposal. It is highly likely performance will be successful.
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### Price Evaluation

An acceptable price proposal will use the format in Attachment 1, Contract Line Items, to propose price, and include a total fixed price amount inclusive of options. An acceptable price proposal will include an advance agreement for contractor purchased airfare, train, rental car, and hotel according to company policy and pre-negotiated agreements, as well as an indirect cost rate to administer travel arrangements. The advance agreement will be evaluated for reasonableness and conformance with FAR 31.205-46. No price value will be assigned to the advance agreement for evaluation purposes.

The primary mechanism of evaluating price will be to compare the proposed prices for the firm-fixed portion of the contract among offerors. The total extended price of the firm-fixed price portion will be evaluated. The total value of the contract inclusive of the optional periods of performance, optional CLINs, and the extension of services clause will be used as the basis of the evaluation. The Government will evaluate offers to determine if unbalanced pricing exists as prescribed at FAR 15.404-1(g). The Government may determine that an offer is unacceptable if the prices are unbalanced.

If only one offer is received, price analysis will be used to determine that the prices are fair and reasonable. Price will not be assigned an adjectival rating or be scored. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing price reasonableness.

## **ADDITIONAL PROVISIONS AND CLAUSES**

The following provisions and clauses are incorporated by reference in accordance with FAR 52.102 and 52.104(d).

FAR 52.204-14 Service Contract Reporting Requirements (Oct 2016)

FAR 52.217-5 Evaluation of Options (July 1990)

FAR 52.217-7 Option for Increased Quantity—Separately Priced Line Item (Mar 1989)

FAR 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

FAR 52.227-17 Rights in Data—Special Works (Dec 2007)

FAR 52.232-2 Payments under Fixed-Price Research and Development Contracts (Apr 1984)

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FAR 52.232-18 Availability of Funds (Apr 1984)

FAR 52.232-20 Limitation of Cost (Apr 1984)

FAR 52.237- 3 Continuity of Services (Jan 1991)

DFARS 52.237-9000 Key Personnel (Aug 2011)

DFARS 52.237-9001 Enterprise-wide Contractor Manpower Reporting Application (eCMRA) Reporting (January 2015)

DFARS 52.209-9000 Organizational and Consultant Conflicts of Interest (OCCI) (Dec 2014)

DFARS 252.215-7008 Only One Offer (JUN 2012)

DFARS 252.227-7015 Technical Data- Commercial Items (Feb 2014)

DFARS 252.232-7007 Limitation of Government's Obligation (April 2014)

(fill-in post-award)

The following provisions are incorporated by full text:

**52.209-5 -- Certification Regarding Responsibility Matters. (Oct 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.



(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

**52.209-7 – Information Regarding Responsibility Matters. (Jul 2013)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**52.209-11 – Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**The following clauses are incorporated by full text:**

**52.212-4 Contract Terms and Conditions—Commercial Items (Jan 2017), Alt-1.**

*Alternate I (Jan 2017).* When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

**(a) Inspection/Acceptance.** (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

**(b) Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

**(c) Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**(d) Disputes.** This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

**(e) Definitions.** (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause—

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the

Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

**(h) Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**(i) Payments.** (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract,

unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the



extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: **[TRAVEL]**

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: **[Fill-in post-award]**

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the

Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor

becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate

EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders,

rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the

notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

**(u) Unauthorized Obligations**

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)



Appendix A

PAST/PRESENT PERFORMANCE QUESTIONNAIRE

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

SECTION 1: CONTRACT IDENTIFICATION

- A. Contractor: \_
- B. Cage Code of contractor contract was awarded to: \_
- C. Contract number: \_
- D. Contract type: \_
- E. Was this a competitive contract? Yes \_\_No \_\_
- F. Period of performance: \_
- G. Initial contract cost: \$\_
- H. Current/final contract cost: \$\_
- I. Reasons for differences between initial contract cost and final contract costs: \_  
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- J. Description of service provided:  
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- K. Quality Narrative of Service Provided<sup>5</sup>  
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<sup>5</sup> Amendment2. July 18, 2017. Addition.

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

A. Customer or agency name:

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B. Customer or agency description (if applicable):

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C. Geographic description of services under this contract, i.e. local, nationwide, worldwide, other Commands:

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SECTION 3: EVALUATOR IDENTIFICATION

A. Evaluator's name:

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B. Evaluator's title:

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C. Evaluator's phone/fax number:

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Number of years evaluator worked on subject contract: 

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## PERFORMANCE WORK STATEMENT (PWS)

### *Joint Non-Lethal Weapons Program (JNLWP) Support*

#### Part 1

##### General Information

1. **GENERAL:** This is a non-personal services contract to provide technical and analytical support services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Government intends to award a single Firm Fixed Price (unit) and Time and Materials (ODC) contract to the Offeror whose proposal represents the lowest risk and best value to the Government<sup>6</sup>.

1.1 **Description of Services/Introduction:** The purpose of this effort is to provide on-site subject matter expertise as Non-Lethal Weapons Program Support Officers (PSOs) for the U.S. Army, U.S. Marine Corps and the U.S. Coast Guard, with one PSO at each location listed under Place of Performance. The support shall provide direct, real-time technical and analytical subject matter expertise and coordination capability for the JNLWP with the appropriate U.S. Army, U.S. Marine Corps and U.S. Coast Guard Non-Lethal Weapons (NLW) counterparts for JNLWP-sponsored activities and functions. Stakeholders include the JNLWD, Combat/Capability Developers, Materiel Developers, Concept Developers, the Research and Development (R&D) and Science and Technology (S&T) communities, the other Services, and Interagency representatives. The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform technical and analytical support services as defined in this PWS except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Background:** The Department of Defense established the Joint Non-Lethal Weapons Program (JNLWP) to coordinate the efforts of the Services and provide a means to develop non-lethal weapons, devices and munitions for the Services' warfighting forces.

The Under Secretary of Defense (Acquisition, Technology, and Logistics) (USD AT&L) directed that the Commandant of the Marine Corps (CMC) serve as the Executive Agent (EA) for the Department of Defense (DoD) Non-Lethal Weapons Program. The CMC established the Joint Non-Lethal Weapons Directorate (JNLWD), charged with the responsibility to serve as the DoD focal point for all Non-Lethal (NL) matters.

Through Executive Agent oversight and coordination, the Department of Defense Non-Lethal Weapons (NLW) Program, comprised of Joint and Services' NLW development/acquisition programs, will serve as the Department's proponent to: effectively identify, develop, test and evaluate, transition, and field integrated, relatively reversible, scalable effects technologies and capabilities to operational forces; and, develop associated doctrine, organization, training and concepts to support current and future forces operating across the range of military operations in order to

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<sup>6</sup> Amendment 2. July 18, 2017. Changed from: The Government intends to award a single Firm-Fixed Price (unit) and Cost Reimbursable (travel and ODCs) contract to the Offeror whose proposal represents the lowest risk and best value to the Government

maximize mission effectiveness and mitigate risk to U.S. forces, coalition partners, civilians, the environment, and critical infrastructure. The JNLWD also maintains liaison with other Government agencies, NATO nations, and other foreign governments, as appropriate, to promote, monitor, coordinate and exchange Non-Lethal Weapons information.

**1.3 Objectives:** Obtain technical and analytical services to support the U.S. Army, U.S. Marine Corps and U.S. Coast Guard in the day-to-day activities associated with the DoD Joint Non-Lethal Weapons Program. Provide NLW capabilities development and acquisition support subject matter expertise for the U.S. Army, U.S. Marine Corps and U.S. Coast Guard. Facilitate communication and coordination of non-lethal weapons activities within the U.S. Army, U.S. Marine Corps, and the U.S. Coast Guard and between each of these Services, other DoD Services, and the broader Non-Lethal Weapons community for unity of effort.

**1.4 Scope:** The scope of this effort for the JNLWP is to conduct activities in the research and development of NLW materiel solutions, policy, doctrine, concepts, supporting analyses, responses to JNLWP-related staffing actions, and comment adjudication and responses to NLW and equipment user/proponent requirements documentation. Support will be provided on-site to the USMC Law Enforcement/Escalation of Force Branch (LE/EoF), Force Protection Integration Division (FPID), Capabilities Development Directorate (CDD), Combat Development and Integration (CD&I), Marine Corps Combat Development Command (MCCDC) at Quantico, VA; the Maneuver Support/Protection (MSP) Division, Capabilities Development Directorate (CDD), U.S. Army Capabilities Integration Center (ARCIC), Training & Doctrine Command (TRADOC), at Joint Base Langley – Eustis (Ft. Eustis), VA; the U.S. Coast Guard Headquarters Building at the Department of Homeland Security’s St. Elizabeth facility located in Anacostia, Washington, D.C. The contractor shall provide technical and analytical services for the U.S. Army, U.S. Marine Corps and the U.S. Coast Guard in conjunction with the JNLWD, other Services, other Agencies and representatives engaged in or supporting program efforts under the sponsorship or purview of the JNLWP and the DoD NLW Executive Agent.

**1.5 Period of Performance:** The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows:

Base Year: 10 August 2017 – 9 August 2018

Option Year 1: 10 August 2018 – 9 August 2019

Option Year 2: 10 August 2019 – 9 August 2020

Option Year 3: 10 August 2020 – 9 August 2021

Option Year 4: 10 August 2021 – 9 August 2022

The above represent projected periods of performance. The actual date of award, depending on the outcome of the contract competition, may vary.

## **1.6 General Information**

**1.6.1 Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s quality control program is the means by which it is assured that work complies with the requirements of the contract. The Quality Control Plan shall be delivered 30 days after contract award and shall contain performance measures to which the contractor will adhere. Any changes to the QCP must be provided five days after identification of new controls. After acceptance of the quality control plan the contractor shall receive the contracting officer’s acceptance in writing of any proposed change to his QC system.

**1.6.2 Quality Assurance:** The government shall evaluate the contractor’s performance under this contract in accordance

with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). A draft QASP is included as an attachment to the solicitation.

Appendix B, Staff Matrix, is a draft, sample document that shall be submitted as an attachment to the MSR as part of the overall quality assurance process. Appendix B will be used to document the assignment of staff hours to tasks in Section 5.0 of the PWS. Indirect support hours for data reporting and travel administration will be documented using Appendix B. Direct supervision of staff will be documented using Appendix B.

**1.6.3 Trip/Event Reports:** The contractor will provide a Trip/Event report for all trips taken or events attended. The report shall be completed using Appendix C and submitted not later than the fifth working day upon completion of the trip or event.

**1.6.4 Monthly Status Reports:** The monthly status report will include, at a minimum, task expenditures vs. planned expenditures, technical progress made, schedule status, travel conducted, meetings attended, PCO-approved equipment/materials procured and excess, issues, and recommendations. The report is intended to report on cost, schedule, and performance against SOW requirements. The status report format should be established no later than the post-award conference, and it shall be in PDF format, emailed to the Requiring Agency, COR, and CO by the 15<sup>th</sup> of the month.

**1.6.5 Recognized Holidays:** The contractor is not required to perform services on the following Federal holidays, with this provision also including the federally “observed” holiday for those holidays occurring on a weekend:

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**1.6.6 Hours of Operation:** The contractor is responsible for conducting business, between the hours of 8:00AM – 5:00PM Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

**1.6.7 Place of Performance:** The work to be performed under this contract will be performed at the following locations:

- a) One (1) individual working full time at the Army Capabilities Integration Center (ARCIC), 950 Jefferson Ave., Joint Base Langley – Eustis (Fort Eustis), VA 23604.
- b) One (1) individual working full time at the USMC Combat Development and Integration, Force Protection Integration Division located at 3300 Russell Rd, Quantico VA 22134.
- c) One (1) individual working full time at the U.S. Coast Guard Headquarters Building at the Department of Homeland Security’s St. Elizabeth facility located in Anacostia, Washington, D.C.

1.6.8 Type of Contract: The government will award a single Firm-Fixed Price Unit (labor) and Time and Materials (Travel/ODC) contract.

The contractor will propose the labor category, labor rate, and number of annual hours to build a firm-fixed price proposal. If the number of hours actually worked is less than 95% of the projected annual hours, the contractor's invoices will be deducted in accordance with the Performance Requirements Summary table. The contractor is not authorized to exceed the proposed annual number of hours without the award of a bilaterally signed modification to the contract. The proposed annual number of hours is the contract ceiling. The contractor will propose an indirect cost rate for the ODC portion of the contract.

Monthly invoices for the labor portion of the contract will be paid in arrears through the ASSIST portal, and will represent 1/12 of the firm-fixed price. Travel invoices will be paid through the ASSIST portal within 30 days of actual travel, after the verification of receipts.

1.6.9 Security Requirements: The contractor shall have a Secret Facility Clearance and will require contractors to obtain and maintain classified access eligibility. The contractor shall have a valid Secret Facility Clearance prior to classified performance. The prime contractor and all sub-contractors (through the prime contractor) shall adhere to all aspects of DoD Directive 5220.22-M. The contractor is not required to have storage capability.

1.6.9.1 Physical Security: The Contractor is responsible for safeguarding all Government property and information provided in performance of this task order. At the close of each work period, the Contractor shall ensure Government, equipment, and materials are secured. Contractor employees will be subject to all MCIA or equivalent U.S. Army or U.S. Coast Guard security procedures and any other applicable installation access and security regulations.

1.6.10 Special Qualifications:

1.6.10.1 Common Access Card (CAC) Requirement

The COR will identify and approve those contractor employees performing on this contract that require Common Access Cards (CACs) in order to perform their job function. In accordance with Headquarters, United States Marine Corps issued guidance relative to Homeland Security Presidential Directive – 12 (HSPD-12) and any other installation requirements, all contractor personnel must meet eligibility criteria to be issued a CAC. In order to meet the eligibility criteria, contractor employees requiring a CAC, must obtain and maintain a favorably adjudicated Personnel Security Investigation (PSI). Prior to authorizing a CAC, the employee's JPAS record must indicate a completed and favorably adjudicated PSI or (at a minimum) that a PSI has been submitted and accepted (opened). The minimum acceptable investigation is a National Agency Check with written Inquiries (NACI). If a contractor employee's open investigation closes and is not favorably adjudicated, the CAC must be immediately retrieved and revoked.

1.6.10.2 Access to Government information systems.

a. U.S. Marine Corps. Contractor CAC will be issued with a "ctr.usmc.mil" e-mail account that the individual contractor is responsible to keep active by logging in on a regular basis (at least twice a month), sending an e-mail and clearing any unneeded e-mails. Contractors are prohibited from "auto-forwarding" their .mil e-mail account to 'dot.com' e-mail accounts. If the ctr.usmc.mil e-mail account is not kept active, the G-6 will deactivate the account and

CAC will lose its functionality.

b. U.S. Army. All contractor employees, including subcontractor employees, with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Cyber Awareness training (<https://ia.gordon.army.mil/iss/default.htm>) prior to access to the information system, and then annually thereafter.

c. U.S. Coast Guard. All Contractor personnel assigned to this work effort are required to access USCG, DHS, or National Intelligence Community information systems that may require Public Key Infrastructure (PKI) security certificates and/or CAC, as necessary. The USCG or DHS will provide the necessary PKI security certificates and CAC to facilitate this access.

1.6.11 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officer Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.12 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.13 Identification of Contractor Employees:

a. In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials.

b. Contractor self-identification can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive, therefore, the contractor employee(s) shall:

(1) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(2) Identify themselves by name, their company name, if they are a subcontractor, include the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in

meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(3) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

**1.6.14 Contractor Travel:** Contractor will be required to travel in CONUS and within the National Capital Region (NCR) during the performance of this contract to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. The locations below show what is necessary to perform the work during the contracted period(s) but, due to restrictions on government travel, may require travel to other, alternate, or substitute locations not listed with purposes directly related to U.S. Marine Corps, U.S. Army and USCG NLW program support to JNLWP. Travel may not occur due to aforementioned restrictions on government participation, which may impact contractor travel as well.

a. No relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35.

b. The contractor shall not be reimbursed for the following daily local travel costs:

- (1) Travel at U.S. Military Installations where Government transportation is available;
- (2) Travel performed for personal convenience/errands, including commuting to and from work; and,
- (3) Travel with 30 miles of the contractor's work site.

Anticipated annual trips for the USMC Analyst(s) will be:

Location	# of Trips	Duration (Days)	# of Travelers
San Antonio, TX	2	3	1
Tampa, FL	2	3	1
Picatinny Arsenal, NJ	2	3	1
Las Vegas, NV	1	3	1
Camp Lejeune, NC	3	3	1
Camp Pendleton, CA	2	3	1
Indian Head, MD	2	1	1

Anticipated annual trips for the U.S. Army Analyst(s) will be:

Location	# of Trips	Duration (Days)	# of Travelers
Quantico, VA	1	4	1
Quantico, VA	6	2	1
Arlington, VA	6	2	1
Fort Leonard Wood, MO	2	3	1
Fort Benning, GA	2	4	1
Picatinny Arsenal, NJ	2	3	1
Dahlgren, VA	2	3	1
Tampa, FL	2	3	1
San Antonio, TX	2	3	1



Anticipated annual trips for the U.S Coast Guard Analyst(s) will be:

Location	# of Trips	Duration (Days)	# of Travelers
Quantico, VA	6	2	1
Tampa, FL	1	3	1
Las Vegas, NV	1	3	1
Harpers Ferry, WV	2	2	1
San Diego, CA	1	4	1
Key West, FL	1	3	1
Miami, FL	1	3	1

Travel may be required to U.S. Army facilities, U.S. Marine Corps facilities, U.S. Coast Guard facilities, contractor facilities, and conferences, within the CONUS. Travel must be pre-approved by the COR and will be in accordance with the Joint Travel Regulation.

#### 1.6.15 Organizational Conflict of Interest:

The contractor may not compete for contracts with Statements of Work written by the contractor when to do so would represent an Organizational Conflict of Interest. The contractor may not compete for contracts with Statements of Work requiring technical knowledge of information generated during R&D tasks performed under this contract when to do so would represent an Organizational Conflict of Interest.

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5.

The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any additional OCIs and shall promptly notify the Contracting Officer in writing. The contractor shall then provide a mitigation plan to avoid or mitigate any such additional OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 Key Personnel: Each of the PSOs will be considered to be Key Personnel. As such, a resume is required for each proposed staff member prior to award or the exercise of an Option. Offerors will clearly identify status of proposed staff – e.g. current employee, contingent hire, etc., and will include a signed contingent hire agreement or signed letter of intent from all proposed staff who are not current employees. Minimum qualifications for all key personnel are listed in the Table below.

Billet	Education	Clearance	Experience
USMC PSO	4-year degree BS/BA	Active SECRET	15 years overall related SME experience required; Background in Force Protection required; Experience in JCIDS required; Experience in NLW required; Experience with USMC desired
USA PSO	4-year degree BS/BA	Active SECRET	15 years overall related work SME experience required; Background in Force Protection required; Experience in JCIDS required; Experience in NLW required; Experience with USA desired
USCG PSO	4-year degree BS/BA	Active SECRET	15 years overall related work SME experience required; Background in Force Protection required; Experience in JCIDS required; Experience in NLW required; Experience with USCG desired

1.6.16.1 Key Personnel in Option Years: The contractor shall submit additional resumes of key personnel each time a new Program Support Officer is added to the contract in Option Years 1-4 with the equivalent education, clearance and experience as described in Section 1.6.1.1. within 30 days of receiving a Notice of Intent to Exercise An Option letter from the Contracting Officer.

1.6.17. Continuity of Services: This contract includes FAR 52.237-3, Continuity of Services. The contractor's proposal will include an implicit commitment to provide training, coordination, and staff as requested in the clause for up to six months under an extension of services exercised using the authority of FAR 52.217-8.

PART 2

DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. Definitions:

2.1.1. Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7. Physical Security. Actions that prevent the loss or damage of Government property.

2.1.8. Quality Assurance. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10. Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. Work Week. Monday through Friday, unless specified otherwise.

2.2. Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement

AR	Army Regulation
CAO	Central Action Officer
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
JCIG	Joint Coordination and Integration Group
JNLWP	Joint Non-Lethal Weapons Program
KO	Contracting Officer
NCR	National Capital Region
NL	Non-Lethal
NLW	Non-Lethal Weapon
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PSO	Program Support Officer
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. All PSOs will be assigned to and will work aboard Government facilities as their primary place of performance. The Government will provide the following:

- a. Workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items (e.g., routine office supplies) necessary to work in an office environment.
- b. Information Technology assistance as required while on Government site.
- c. Access to Non-Secure Internet Protocol Router Network (NIPRNET) and Secret Internet Protocol Router Network (SIPRNET) also will be provided.
- d. The Government will provide all utilities in the facility and will be available for the contractor's use in performance of tasks outlined in this PWS.

3.2 While working in Government facilities, contractors shall be knowledgeable of and adhere to all safety, environmental, and security regulations and policies.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 Secret Facility Clearance: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. All Contractor employees performing work in support of this contract shall possess an Active SECRET security clearance from the Defense Industrial Security Clearance Office.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

5.1. Services. The contractor shall provide services for the following:

5.1.1. Requirements/Capabilities Development Support. The Contractor shall assist in the staffing, review, comment adjudication, and revision of JNLWP NLW documentation provided to the JNLWD and the other Services via the LE/EoF Branch, CD&I for the U.S. Marine Corps; ANSEC, Fort Leonard Wood, MO and the MSPD, CDD, ARCIC, and TRADOC at Joint Base Langley-Eustis for the U.S. Army; or the U.S. Coast Guard Office of Specialized Capabilities (CG-7211) Department of Homeland Security's St. Elizabeth facility, Anacostia, Washington, D.C.

5.1.2. Science and Technology. The Contractor shall work with TRADOC, CD&I, CG-7211 and the JNLWD to review and provide inputs to JNLWP S&T objectives to ensure that they support the long-term capability development goals of TRADOC, CD&I, CG-7211 and the JNLWP.

5.1.3. DOTMLPF-P Analysis. The Contractor shall conduct, review, revise, and participate in Doctrine, Organization, Training, Materiel, Leadership & Education, Personnel, Facilities, and Policy (DOTMLPF-P) analysis in support of Concepts and Materiel Developments goals of TRADOC, CD&I, CG-7211 and the JNLWP.

5.1.4. Experimentation. The Contractor shall work with TRADOC, CD&I, CG-7211 and the JNLWD and supporting/participating Services to ensure that NLW-related experiments, demonstrations, utility assessments, and objectives support TRADOC, CD&I, CG-7211 and the JNLWP.

5.1.5. Studies and Analyses. The Contractor shall work with TRADOC, CD&I, CG-7211 and the JNLWD to provide SME and user input, comment adjudication, and reclama to ensure that findings, conclusions and recommendations reflect the needs of capabilities developers and fulfill the long-term development goals supported by the U.S. Army, U.S. Marine Corps, U.S. Coast Guard and the JNLWP.

5.1.6. Modeling & Simulation. The Contractor shall work with the JNLWD and supporting/participating Services to ensure that NLW-related modeling, simulation, and experimentation activities support Service specific and JNLWP goals and objectives.

5.1.7. Joint and Service Wargaming. The Contractor shall work with the JNLWD and supporting/participating Services to ensure that NLW-related wargaming exercises and activities support the NLW development goals of the respective supported Services and, where feasible, the overall needs of the JNLWP.

5.1.8. Liaison Support. The Contractor shall execute JNLWP liaison support to the U.S. Army, U.S. Marine Corps, and U.S. Coast Guard Non-lethal Central Action Officers (CAO), Joint Coordination Integration Group (JCIG) Voting Principals, and the Joint NLW Integrated Product Team (JIPT) Voting Principals. The Contractor shall support activities that include support of Services' designated CAO/JCIG/JIPT personnel participation in their respective meetings and include briefing preparation, issue development, and development of any requested Service position responses.

5.1.9. Program Support. The Contractor shall participate in Joint NLW Program meetings (e.g., CAO/PSO meetings, JCIG meetings, JIPT meetings, Service-level Working Groups, JNLWP Programs Reviews, JNLWP POM/Budget Formulation meetings, and designated Service Non-lethal Integrated Concept Team/Working Group meetings). The Contractor shall also provide in-person or telephonic participation for JNLWP periodic (e.g., semi-monthly) staff meetings to keep the JNLWD Director and Directorate staff apprised of the U.S. Army, U.S. Marine Corps, and U.S. Coast Guard Non-lethal Weapons Program information.

5.1.10. Financial Support. To support JNLWP long-term NLW development objectives, the Contractor shall coordinate with the TRADOC, CD&I, or CG-7211 staff (respectively), as well as with acquisition program managers and Materiel Developers for timely and complete financial documentation required by the Joint NLW Directorate. This documentation may include: Research and Development Obligation & Expenditure Phasing Plans (RDOEPPs); Statements of Work (SOWs), or equivalents (e.g., Statements of Objectives, Performance Work Statements); Mid-Year Reviews; New Initiative Submissions; and, Program Objective Memorandum (POM) submissions in support of appropriate NLW funding (e.g., RDT&E and procurement) resources.

5.1.11. Documentation Support. The Contractor shall execute documentation development, staffing, and coordination, for review of Roadmaps, Memoranda of Agreement (MOAs), Experimentation Plans, Joint Capabilities & Integration Development System (JCIDS) documentation, JNLWD documentation and other Service NLW documentation.

5.1.12. Coordination. The contractor shall coordinate JNLWP-specific issues with COCOMs as well as U.S. Army, U.S. Marine Corps, and U.S. Coast Guard Commands to solicit NLW requirements inputs and provide feedback on NLW capabilities and progress.

5.1.13. JNLWD Support. Provide Service-specific documentation to the JNLWD for posting on the JNLWP website, as requested/required.

5.1.14. Other Support Activities. Provide inputs via reviews, memoranda, trip/meeting reports, and/or summaries with respect to JNLWP-relevant documentation, including: Joint Urgent Operational Needs Statements (JUONS), official correspondence (e.g. Memoranda, Information & Decision Papers, White Papers, etc.), DOTMLPF-P and JCIDS recommendations/products, and comment resolution matrices for document reviews.

5.1.15 Contractor Management: Designate a supervisor to perform direct supervision of all PSOs performing under this contract. The supervisor will interface directly with the COR, or as appropriate, the KO. Direction, control, and evaluation of service providers will occur exclusively through the contractor supervisor.



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PART 6

APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS).**

TRADOC Regulation 71-20 Force

MCO 3900.20

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. Attachment/Technical Exhibit List:**

Technical Exhibit 1: Performance Requirements Summary

Technical Exhibit 2: Deliverables Schedule

Technical Exhibit 3: Estimated Workload Data

Appendix A: Past Performance Questionnaire

Appendix B: (1) Staffing Matrix (1) Draft QASP

Appendix C: Travel Worksheet

Attachment 1: Contract Line Items Numbers

Attachment 2: (3) DD-254

Attachment 3: User Satisfaction Survey

## TECHNICAL EXHIBIT 1

### Performance Requirements Summary

Contractor Performance Requirements are summarized in the Table below, Performance Requirements Summary (PRS) as they relate to mission essential items. Contractor performance is observed through a variety of methods including, but not limited to, inspection, surveillance, and surveys. Each PRS contains the minimum acceptable levels of service required for each requirement, and describes the Performance Objective, Standard, Threshold and Method of Surveillance used.

Performance Description	Performance Standard/ Acceptable Quality Level	Surveillance Methods/Frequency	Incentive/Remedy
<p><b>PRS # 1.</b></p> <p>The contractor shall be fully staffed with qualified personnel throughout the period of performance. The contractor will maintain a full and operational staff that meets the contract minimum qualifications.</p>	<ol style="list-style-type: none"> <li>1) 100% of personnel meet the minimum qualifications outlined in the “Key Personnel” section, including maintaining clearance.</li> <li>2) Staff replacements are made within 14 days of terminations or long-term absence.</li> <li>3) The total number of annually staffed hours is at least 95% of projections in each location.</li> </ol> <p>(e.g., 3x1920=5760. 95% is 5472)</p>	<p>COR inspection and confirmation prior to the acceptance of monthly invoices.</p>	<p><u>First tier resolution:</u></p> <p>The contractor shall notify the COR in advance if a performance failure is anticipated for any month in question. The COR may mediate an acceptable resolution and document the file. The contractor must notify the Contracting Officer of the resolution.</p> <p><u>Second tier resolution:</u></p> <p>If there is no pre-established agreement between the COR and contractor on a performance failure the monthly invoice is subject to deduction by the calculated price of the absent labor for the preceding month. A show cause notice will be issued for two consecutive</p>

			months of performance failure.
<b>PRS # 2</b>  The contractor shall attend and participate in all scheduled meetings and professional conferences.	Contractor attends and participates in meetings not less than 95% of the time.	COR inspection and confirmation prior to the acceptance of monthly invoices.	See above for remedy. Second tier resolution will subject the price of labor for time at the missed meeting to invoice deduction.
<b>PRS # 3</b>  Contractor Monthly Status Reports (MSRs) reflect the accomplishment of tasks outlined in the PWS in section 5. All tasks accomplish the experimentation within the Doctrine, Organization, Training, Materiel, Leadership & Education, Personnel, Facilities, and Policy (DOTMLPF-P) analysis to develop Concepts and Materiel solutions. This R&D experimentation addresses gap analysis in concert with the Joint Capabilities Integration and Development Systems (JCIDS) process as outlined in the Chairman of the Joint Chief of Staff Instruction (CJSCI) 3170.01. This process assists in design(s), development, and integration of warfighting requirements; foster innovation; and leads change across the DoD Services	. -MSR are received by the COR on the specified deliverable date on a monthly basis.  -MSR drafts are accurate and complete as assessed by the COR.  -MSR drafts consistently require no more than one review/edit cycle before being submitted as final for government approval.	COR inspection and confirmation prior to the acceptance of monthly invoices.	Remedy: Failure of this performance measure on more than one occasion may be grounds to issue a show cause notice.
<b>PRS # 4</b>  User is satisfied with quality of support services.	-Contractor User Satisfaction scores consistently achieve not less than 98% on quality metrics.  -Validated User Complaint	-Each Contractor PSO consistently scores not less than 95% of User Satisfaction Surveys throughout the PoP.  -Any confirmed deficiencies are	Remedy: Failure of this performance measure on more than one occasion may be grounds to issue a show cause

		<p>immediately corrected to the Government's satisfaction.</p> <p>User Survey Score:  98%-100% = Outstanding  95%-97% = Very Good  90%-94% = Satisfactory  85%-89% = Marginal  &lt;85% = Unsatisfactory</p>	notice.
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## TECHNICAL EXHIBIT 2

### DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
1.6.1 Quality Control Plan	1	Within 30 days of contract award	MS Word PDF	LE/EoF Branch, CDD, CD&I, CO, COR
1.6.2 Trip/Event Report	As Required	5 <sup>th</sup> day after trip or event	MS Word PDF	LE/EoF Branch, CDD, CD&I, CO, COR
1.6.3 Monthly Status Report	Monthly	15 <sup>th</sup> day of every month	PDF	LE/EoF Branch, CDD, CD&I, CO, COR

**TECHNICAL EXHIBIT 3**  
**HISTORICAL WORKLOAD DATA**

For option years one through four, the minimum number of contract line items for a Subject Matter Experts is three (3). The maximum number of contract line items for a Subject Matter Experts is six (6). Contract Line Items 5, 6, and 7 in option years one through four may be exercised individually.

Contract Line Items are found in Attachment 1.

Period of Performance:

Base Year: 10 August 2017 – 9 August 2018

Option Year 1: 10 August 2018 – 9 August 2019

Option Year 2: 10 August 2019 – 9 August 2020

Option Year 3: 10 August 2020 – 9 August 2021

Option Year 4: 10 August 2021 – 9 August 2022

ITEM	NAME	QUANTITY
1	Subject Matter Expert - USMC	1 FTE
2	Subject Matter Expert - USA	1 FTE
3	Subject Matter Expert - USCG	1 FTE

Option Period 1(a): August 10, 2018- August 9, 2019

Option Year 2 (a): 10 August 2019 – 9 August 2020

Option Year 3 (a): 10 August 2020 – 9 August 2021

Option Year 4 (a): 10 August 2021 – 9 August 2022

ITEM	NAME	QUANTITY
1	Subject Matter Expert - USMC	1 FTE
2	Subject Matter Expert - USA	1 FTE
3	Subject Matter Expert - USCG	1 FTE

Option Period (b): August 10, 2018- August 9, 2019

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Option Year 2 (b): 10 August 2019 – 9 August 2020

Option Year 3 (b): 10 August 2020 – 9 August 2021

Option Year 4 (b): 10 August 2021 – 9 August 2022

Etc.

ITEM	NAME	QUANTITY
1	Subject Matter Expert - USMC	1 FTE
2	Subject Matter Expert - USA	1 FTE
3	Subject Matter Expert - USCG	1 FTE
4	Subject Matter Expert- TBD	1 FTE
5	Subject Matter Expert- TBD	1 FTE
6	Subject Matter Expert –TBD	1 FTE

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<sup>i</sup> Amendment 2. July 18, 2017. Addition.